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THIS INSTRUMENT PREPARED BY: Dearborn & Ewing, Attorneys Suite 1200, One Commerce Place Nashville, Tennessee 37239

FIRST AMENDMENT TO DEED OF TRUST

This First Amendment to Deed of Trust entered into this 20 day of July, 1987, by and between Lyons Diecasting Company, a Missouri corporation, successor by name change to NEC, Incorporated of Missouri ("Grantor"), and Commerce Union Bank, a Tennessee banking corporation with its principal place of business at One Commerce Place, Nashville, Tennessee ("Lender").

WITNESSETH:

Grantor has executed a Deed of Trust dated June 26, 1986, conveying land in Jackson County, Missouri to Richard W. Scarritt, a Missouri resident, Trustee, of record in Book I1555, page 1179, Instrument No. 1699660, office of the Recorder of Deeds for Jackson County, Missouri (the "Deed of Trust") to secure an indebtedness evidenced by (i) a Term Note dated June 26, 1986 in the original principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00) (the "Term Note") and (ii) a Line of Credit Note dated June 26, 1986 in the original principal amount of Seven Hundred Thousand Dollars (\$700,000.00) (the "Line Note"), both executed by Jackson Group, Inc., a Tennessee corporation, parent of Grantor, and payable to the order of Lender.

Grantor and Lender have executed a note of even date herewith in the original principal amount of One Hundred Twenty Thousand Dollars (\$120,000.00) (the "Equipment Note"), representing an indebtedness from Grantor to Lender, the proceeds of which are to be used by Grantor to purchase certain equipment and machinery.

Grantor, Trustee, and Beneficiary hereby amend the Deed of Trust as follows:

 Grantor and Lender agree that the Deed of Trust, as hereby amended, is security for the repayment of the Equipment Note,

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with interest as provided therein, together with all renewals, extensions, and modifications thereof.

2. Grantor and Lender hereby agree that the Deed of Trust shall secure all other indebtedness of Grantor and Jackson Group, Inc. to Lender, whether now owed or hereafter incurred, and whether said indebtedness is direct or contingent.

In all other respects, the Deed of Trust remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantor and Lender have executed this First Amendment to Deed of Trust as of the day and date first above written.

COMMERCE UNION BANK

LYONS DIECASTING COMPANY, successor by name change to NEC, Incorporated of Missouri

By: hmagh, had an Thomas G. Roady, III
Senior Vice Resident

"LENDER"

By. 7/2 0

arold E. Jackson, J resident China "GRANTOR"

[NO SEAL]

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STATE OF TENNESSEE) BS. COUNTY OF DAVIDSON)

On this 20th day of July, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold E. Jackson, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Lyons Diecasting Company, successor by name change to NEC, Incorporated of Missouri, a corporation described in the foregoing First Amendment to Deed of Trust, and that said First Amendment to Deed of Trust was signed (no seal) in behalf of said corporation by authority of its Board of Directors, and said Harold E. Jackson, Jr. acknowledged said First Amendment to Deed of Trust to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my Notorial Seal at my office in said County and State the day and year last above written.

(Type or print Notary s. name)

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STATE OF TENNESSEE) 55. COUNTY OF DAVIDSON)

On this 20th day of July, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas G. Roady, III, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of Commerce Union Bank, a corporation described in the foregoing First Amendment to Deed of Trust, and that said First Amendment to Deed of Trust was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Thomas G. Roady, III acknowledged said First Amendment to Deed of Trust to be the Free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my Notorial Seal at my office in said County and State the day and year last above written.

My term expires 1-21-90

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(Type or print Notary's name)

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DIRECTOR OF RECORDS

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